

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

**KAREN S HAGENOW**  
Claimant

**APPEAL NO. 14A-UI-09206-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SYLVAN LEARNING CENTER**  
Employer

**OC: 07/27/14**  
**Claimant: Respondent (1)**

871 IAC 24.1(113)a – Layoff  
Section 96.4-5-b –Between Terms Disqualification

**STATEMENT OF THE CASE:**

The employer appealed an unemployment insurance decision dated August 27, 2014, reference 02, that concluded she was not subject to the laws between terms disqualification for school employees. A telephone hearing was held on September 24, 2014. The parties were properly notified about the hearing. The claimant participated in the hearing. Melissa Eadon participated in the hearing on behalf of the employer. The parties agreed that the issues regarding the claimant's separation from employment could be considered—that is whether the claimant was discharged for misconduct, voluntarily quit employment without good cause attributable to the employer, or was laid off due to lack of work.

**ISSUES:**

Was the claimant laid off due to lack of work?

Is the claimant a school employee who is disqualified between academic years or terms?

**FINDINGS OF FACT:**

The employer is a private company that provides tutoring and supplemental education services to students in one of the Sylvan Learning Centers or on a contract basis in a school.

The claimant worked part time about 12 hours per week for the employer as a tutor for four elementary school students from October 13 to December 2, 2013. The work was performed in an elementary school as part of a Title 1 federal educational program. The work was on a short-term contract. The claimant finished that contract on December 2.

The claimant next worked for the Sylvan Learning Center in Davenport. She was providing tutoring services for students from kindergarten to adult. This was for a separate employer with a separate unemployment account. She worked there from December 2013 to July 30, 2014, when the center closed. The claimant filed for unemployment insurance benefits after the Center closed.

The employer had not made any effort to contact the claimant about any further employment until sometime in September 2014. The employer sent an email to the claimant indicating that it might have similar part-time temporary work as what she had done in the fall of 2013. The claimant did not read the email and was unaware any additional work.

#### **REASONING AND CONCLUSIONS OF LAW:**

The unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer or who are discharged for work-connected misconduct. Iowa Code § 96.5-1 and 96.5-2-a. On the other hand, a claimant whose separation is a layoff is qualified to receive benefits, if the claimant is otherwise eligible. The rules define a layoff as “a suspension from pay status initiated by the employer without prejudice to the worker for such reasons as: lack of orders, model changeover, termination of seasonal or temporary employment, inventory-taking, introduction of laborsaving devices, plant breakdown, shortage of materials; including temporarily furloughed employees and employees placed on unpaid vacations.” Iowa Admin. Code r. 871-24.1(113)a.

The claimant’s separation in December 2013 was a layoff due to completion of her work. She is eligible for benefits based on this separation. The fact that a person takes a temporary job does not make her ineligible for benefits. Unemployment benefits are not reserved only for persons who lose their jobs unexpectedly. A person who knows or even agrees that the job will end is still unemployed through no fault of his or her own. Since the claimant did not voluntarily quit employment without good cause, was not discharged for misconduct, and had not refused suitable work, she is eligible and the employer is chargeable for its proportional share of benefits paid to the claimant. See Iowa Code § 96.7-2-a(2). The law requires that an offer of work be made by personal contact or a registered letter in order for it to be a bona fide offer of work. Iowa Admin. Code r. 871-24.24(1)a.

Finally, Iowa Code § 96.4-5-b provides that a person employed by an educational institution or educational service agency during one academic year or term who has reasonable assurance of employment in the same capacity in the next academic year or term is not eligible for benefits based on such employment during the time between academic years or terms. Educational institution is defined as a public, nonprofit, private, or parochial school where students are offered an organized course of study or training designed to provide them with knowledge, skills, and information under the guidance of an instructor or teacher. Educational service agency is a governmental agency or entity established and operated exclusively to provide educational services to educational institutions. Iowa Admin. Code r. 871-24.51.

The claimant is not subject to the between terms’ disqualification because she was not offered any reasonable assurance of employment with an educational institution or educational service agency as defined in the unemployment insurance rules.

**DECISION:**

The unemployment insurance decision dated August 27, 2014, reference 02, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

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